



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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July 25, 2016

To: Supervisor Hilda L. Solis, Chair
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe
Supervisor Michael D. Antonovich

From: Sachi A. Hamai
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

NOTIFICATION REGARDING THE EXECUTION OF AMENDMENT NUMBER FOUR TO THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INC. DBA 211 LA COUNTY CONTRACT, AO-13-079, TO ADD PROPOSITION 47 CALL CENTER INFORMATION AND REFERRAL SERVICES

This memo serves to inform the Board of Supervisors (Board) that on July 19, 2016, with prior approval by County Counsel, the Chief Executive Office exercised its delegated authority to execute Amendment Number Four (Amendment) to the 211 LA County contract for Information and Referral (I&R) services.

Currently, 211 LA County provides telephonic I&R services to approximately 413,000 County residents per year. Execution of the Amendment permits 211 LA County to serve as the Proposition 47 (Prop 47) call center, and to provide I&R telephonic, web-based/digital and care coordination services to Prop 47 eligible constituents, estimated at 500,000.

On July 19, 2016, the Board approved the Prop 47 Outreach and Services Campaign, including \$754,500 to fund the Prop 47 I&R services, through June 30, 2017. The addition of these funds to the 211 LA County contract increases the total contract sum to \$25,965,494. A copy of the executed Amendment is attached for your reference.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

Each Supervisor
July 25, 2016
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If you have any questions or need additional information, your staff may contact me or Fesia Davenport, Assistant Chief Executive Officer, at (213) 974-1186, or via email at fdavenport@ceo.lacounty.gov.

SAH:JJ:FAD
HK:CP:km

Attachment

c: Executive Office of the Board
County Counsel
Community and Senior Services
Children and Family Services
Health Services
Mental Health
Public Health
Public Social Services
Executive Director 211 LA County

Attachment



AMENDMENT NUMBER FOUR

TO

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**THE INFORMATION AND REFERRAL FEDERATION OF LOS
ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY**

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

**AGREEMENT NUMBER: AO-13-079
AMENDMENT NUMBER 4**

AMENDMENT NUMBER FOUR

CONTRACT

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

This Amendment No. 4 is made and entered into this 19 day of JULY, 2016 by and between the County of Los Angeles (hereinafter "County") and The Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County, a California Non-Profit Benefit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, on July 1, 2013, the parties hereto have previously entered into a Contract for Information and Referral (I&R) Program Services (hereinafter "Contract") for a total maximum Contract sum of **\$18,791,450**; and

WHEREAS, on September 23, 2015, the Contract was amended under certain Amendment No. 1, pursuant to delegated authority to the Chief Executive Officer (hereinafter "CEO"), to increase the Contract sum to **\$18,874,450** in order to add two (2) special campaigns to the scope of services under the Contract; and

WHEREAS, on February 5, 2016, the Contract was amended under certain Amendment No. 2, pursuant to delegated authority to the CEO, to increase the Contract sum to utilize up to **\$85,500** from the Provisional Financing Uses (hereinafter "PFU") budget for upgrades and purchase of a network switch and security software for the provision of services under the Contract, and thereby increasing the Contract sum to **\$18,959,950**; and

WHEREAS, on June 14, 2016, the Contract was amended under certain Amendment No. 3 to extend its term by one (1) year to June 30, 2017, with a six-month extension option to extend the term through December 31, 2017, and to increase the Contract sum by **\$6,289,329** to **\$25,210,994**; and

WHEREAS, under Amendment No. 3, the CEO was granted delegated authority (i) to negotiate and amend the extended Contract's scope of services, with prior approval of County Counsel as to form, to allow Contractor to deliver telephonic, web-based/digital and care coordination Proposition 47 call center I&R services to Proposition 47 eligible participants; and (ii) to authorize the encumbrance of **\$754,500** in one-time funding, contingent upon Board approval of the Proposition 47 Outreach and Services Campaign to support the delivery of Proposition 47 call center I&R services during FY 2016-17; and

WHEREAS, the parties hereto now desire to further amend the Contract to expand the scope of services under the Contract to engage Contractor to serve as the Proposition 47 call center to provide I&R telephonic, web-based/digital and care coordination services to Proposition 47 eligible constituents as a Special Campaign under the Contract at a cost of not to exceed **\$754,500**, increasing the maximum Contract amount to **\$25,965,494**.

NOW THEREFORE, pursuant to Paragraph 8.1.3 under Section 8.0 (Standard Terms and Conditions) of the body of the Contract and in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree to the following:

- I. The Contract is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
- II. **Section 1.0 (Applicable Documents)** of the body of the Contract is hereby deleted in its entirety and replaced with revised Section 1.0, amended to read as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Special Campaigns
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

SB 1262 - Nonprofit Integrity Act of 2004

- 1.10 EXHIBIT J - Charitable Contributions Certification
- 1.11 EXHIBIT K - Special Campaigns: Department of Public Health REACH
- 1.12 EXHIBIT L - Special Campaigns: Department of Public Health 1422 (CDPS)
- 1.13 EXHIBIT M – 211 Provisional Financing Uses 2015
- 1.14 EXHIBIT N – Special Campaigns: Proposition 47
- 1.15 EXHIBIT O – Information Security Requirements

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) under Section 8.0 (Standard Terms and Conditions) of the body of the Contract and signed by both parties.

III. Paragraph 5.1 of Section 5.0 - Contract Sum, of the body of the Contract in is deleted in its entirety and replaced such with Paragraph 5.1, amended to read as follows:

The maximum Contract payment for the term will be **\$25,965,494**, to be paid as follows:

- 5.1.1 **\$18,392,859** will be paid to Contractor at a fixed monthly rate of **\$510,913** (1/36 of the maximum Contract amount excluding funding designated for cost reimbursement services).
- 5.1.2 For Countywide Emergency Hotline activities, the **\$94,737** total contract amount, not to exceed **\$31,579** per year, will be paid on an actual cost, monthly basis. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the County will then indicate to the Contractor whether or not the increased level of support can be continued based on County funded support.
- 5.1.3 For Community and Senior Services (CSS) WorkSource California toll-free line activities, a flat fee of **\$2,700** per month for up to 200 calls per month, not to exceed **\$97,200** in flat fees for the Contract term. Calls in excess of 200 in any given month will be billed at the rate of **\$12** per call, not to exceed **\$168,300** in overage charges for the Contract term at an estimated allowance of **\$56,100** per year, in addition to the flat fee.
- 5.1.4 For the CEO Special Project for temporary, emergency food, transportation, and/or shelter for families who call 2-1-1, the remaining maximum amount of **\$38,354** will be available on an actual cost, monthly reimbursement basis, as long as funding for this project remains.
- 5.1.5 For the Department of Public Health Special Campaign - REACH **\$18,000** will be available in a single lump sum payment at the completion of all deliverables.
- 5.1.6 For the Department of Public Health Special Campaign – 1422 (CDPS) a maximum amount of **\$65,000** will be available on a flat fee, monthly basis, as long as funding for this project remains.
- 5.1.7 Up to **\$85,500**, to be transferred from the Provisional Financing Uses ("PFU") budget unit for reimbursement of the actual costs of a new network switch and security software.


5.1.8 For the CEO Special Campaign – Proposition 47, also known as the Safe Neighborhoods and Schools Act, a maximum not exceed amount of **\$754,500** will be available on an actual cost, monthly reimbursement basis.

- IV. Exhibit B-1 (Extension Pricing Schedule) is deleted in its entirety and replaced with revised Exhibit B-1 (Extension Pricing Schedule), attached hereto and incorporated herein by reference.
- V. Exhibit N (Special Campaigns: Proposition 47) is added to the Contract, attached hereto and incorporated herein by reference.
- VI. Exhibit O (Information Security Requirements) is added to the Contract, attached hereto and incorporated herein by reference.
- VII. Except as expressly modified by this Amendment No. 4, the unaffected terms and conditions of the Contract, as may have been previously amended, shall remain unchanged in full force and effect and enforceable against the parties.

IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this Amendment No. 4 to become effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
CHIEF EXECUTIVE OFFICE

By 
SACHI A. HAMAI
Chief Executive Officer


Date

CONTRACTOR:
THE INFORMATION AND REFERRAL FEDERATION
OF LOS ANGELES COUNTY, INC. DBA 211 LA COUNTY

By 
MARIBEL MARIN
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
VICTORIA MANSOURIAN
Principal Deputy County Counsel

211 LA COUNTY INFORMATION AND REFERRAL SERVICES SPECIAL CAMPAIGN - PROPOSITION 47

On November 4, 2014, Proposition 47 ("Prop 47"), also known as the Safe Neighborhoods and Schools Act, was approved by voters to reduce certain felony convictions to a misdemeanor. The Prop 47 Project intends to provide potential eligible individuals who qualify for a Prop 47 reduction in their sentence with service linkages for legal relief, community support services, and employment opportunities.

211 LA County shall provide the services outlined below and will be reimbursed on a monthly basis per deliverable completed. The maximum obligation to provide the services shall not exceed \$754,500.

Information and Referral Call Handling, Text and Chat

This includes:

- Message and option on the interactive voice response (IVR) menu to speak to a Community Resource Advisor about Prop 47 (Option 4).
- Call, Text and Chat recording and secure storage for up to one year.
- Quality assurance monitoring and evaluation for 1% of Prop 47 related contacts.
- Needs assessment and social service referrals for Prop 47 clients.
- Monthly tracking and reporting of client service needs and referrals: 211 to provide partner departments/agencies with the list of Prop 47 contacts for follow-up calls.
- Maintenance of Prop 47 referral resources in the 211 LA database.
- Development of specialized protocol/scripting.
- 1% of callers that select the Prop 47 IVR menu option will receive an automated follow up.
- During high call volume periods, calls on hold are to be given the options to:
 - Receive a text for the web portal link where they can fill out a service request form.
 - Refer callers to the Public Defender's Office.
- Use of 211 custom short code and keyword for texting (Text Prop47 to LA211 (52-211)).
- Online chat with a 211 Community Resource Advisor (online option with or without CareLinQ software, specialized directory or FAQ's).
- 211 LA Community Resource Advisor support for Click to call from website to -if someone is on the website and not finding what they need or have additional questions; they can click to call, enter their phone number, and will be called by a 211 CRA when they are next in the queue.

Care Coordination/Personal Follow-up

Care Coordination and Personal Follow-up is available for those clients who are likely eligible for Prop 47 services and have other social service needs that require appointments, contacts, and coordination of services.

Services include:

- Comprehensive assessment of client situation.
- Referrals to appropriate agencies.
- Assistance making appointments.
- Follow up with client and agencies to confirm services are received.
- Monthly tracking and reporting of service referrals and outcomes (to be determined with Prop 47 team).

**211 LA COUNTY CONTRACT FOR INFORMATION AND REFERRAL SERVICES
PROPOSITION 47 SPECIAL CAMPAIGN ANNUAL BUDGET**

SERVICES	DESCRIPTION	COST
Web Portal	One-time cost for Web Portal set-up, which excludes staff time to handle calls and/or chats, which is part of Information and Referral services	\$ 60,000
	Annual license fee for up to 100 users	\$ 10,000
	Annual highly available infrastructure, security, and data storage fee	\$ 36,000
	Annual help desk/project management	\$ 25,000
	Sub-Total:	\$ 131,000
Information and Referral, Call Handling, Text, and Chat¹	250 calls per month will be a flat minimum monthly fee of \$3,500 for up to 250 calls per month (250 calls @ \$14 per call)	\$ 42,000
	Excess calls @ \$14 per call (2,850 maximum)	\$ 478,800
	Sub-Total:	\$ 521,000²
Care Coordination/ Personal Follow-up CareLinQ Software License	Care coordination services	\$ 75,000
	One-time cost for CareLinQ set up for Care Coordination.	\$ 27,500
	Sub-Total:	\$ 102,500
	Total:	\$ 754,500

¹ Rates are subject to negotiated change during future amendment(s).

² Figure has been rounded-up.

Fiscal Year 2016-17 Pricing Schedule

Department	Funds Allocated
Chief Executive Office	
▪ Unincorporated Community Help Line	\$171,131
▪ Countywide Emergency Hotline	\$31,579
Community and Senior Services	
▪ Elder and Dependent Adult Abuse	\$583,520
▪ WorkSource California	\$88,500
Department of Children and Family Services	\$210,836
Department of Health Services	\$210,836
Department of Mental Health	\$210,836
Department of Public Health	\$210,836
Department of Public Social Services	\$4,532,958
Subtotal*	\$6,251,032
Proposition 47 Outreach Services	\$754,500
Total Annual Amount	7,005,532

*Does not include \$38,297 for the CEO's *Temporary, Emergency Food, Shelter, and Transportation Voucher Program Special Campaign*.

EXHIBIT O

INFORMATION SECURITY REQUIREMENTS

This Exhibit O sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract and any Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit O (Information Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit O, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit O, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION**
All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. **DATA CONTROL; MEDIA DISPOSAL AND SERVICING**
Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. **HARDWARE RETURN**
Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as

otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. **CONTRACTOR SELF AUDIT**

Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.

- (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable

remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13

(Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County will return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that provided to County by Contractor hereunder), at County's option.